



Region 4 – Utah Acquisition Support Center Instructional Cover Sheet

ISSUING OFFICE:

USDA-Forest Service
Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119-2020
FAX: 801-975-3483 Phone: 801-975-3367

SOLICITATION NO: **AG-84N8-S-15-0044**

SET-ASIDE: **Small Business**

PROJECT NAME: **Inventory of Stand Structure , Wildlife Habitat Dixie NF, Cedar City RD**

IMPORTANT NOTICE TO OFFEROR – AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR OFFER:

- SF1442 – complete, sign, & date (Page 2)
 - Schedule of Items (PAGE 4)
 - Annual Representations & Certifications (PAGE 89-99)
 - Experience & Equipment Questionnaire (PAGE 66-68)
 - AGAR 104A (Page 69)
-

ENSURE THE SOLICITATION NUMBER IS ON THE OUTSIDE OF YOUR ENVELOPE & RETAIN A COPY OF THE SOLICITATION FOR YOUR RECORDS. RETURN TO ADDRESS ABOVE (ISSUING OFFICE).

ATTN: ELOUISE FOWLER

SOLICITATION: **AG-84N8-S-15-0044**

FAR 52.204-7 In order to be considered for any award, it is required that contractors be **REGISTERED, ACTIVE, AND VALID** in the System For Award Management (SAM) Database at the time of the award.

INSTRUCTIONS FOR REGISTERING AT SAM CAN BE FOUND AT THE FOLLOWING WEBSITES:

<https://www.sam.gov> or <http://www.acquisition.gov>

This solicitation is issued through the federal business opportunities (FBO) website at:

[HTTPS://WWW.FBO.GOV](https://www.fbo.gov); IT IS THE OFFERORS' RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION AT THIS WEBSITE.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 745629		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-84N8-S-15-0044	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Elouise Fowler, Contracting Officer		b. TELEPHONE NUMBER(No collect calls) 801-975-3367		6. SOLICITATION ISSUE DATE 05/12/2015	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR		8. OFFER DUE DATE/ LOCAL TIME 05/22/2015 4:00 pm	
USDA – Forest Service Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119-2020				<input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB NAICS: 115310 VETERAN-OWNED SIZE STANDARD: 7.0 SMALL BUSINESS <input type="checkbox"/> 8(A)			
				<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
15. DELIVER TO See Delivery Schedule		CODE		16. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/ OFFEROR ADDRESS		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
DUNS No: _____ Tax Identification No.: _____ Email Address: _____						All invoices will be processed using the Department of Treasury's Invoice Processing Platform (IPP), visit http://www.ipp.gov to learn more. Contractors must follow the instructions on how to register and submit invoices via IPP.	
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Inventory of Stand Structure, Wildlife Habitat Dixie National Forest Pine Valley Ranger District Washington County, Utah PLEASE PLACE YOUR QUOTE IN SCHEDULE OF ITEMS, page 3						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (<i>Location</i>)	
41c. DATE			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

SECTION C - SERVICES AND PRICES

Schedule of Items

CLIN	Sub Item/Description	Unit of measure	Quantity	Unit Price	Price
0001	Stand Exam Data Collection (Pine Valley Ranger District)	Plot	474	\$_____	\$_____
TOTAL→					\$_____

NOTE: Quantity is an estimate for bidding purposes only. The number of plots could be reduced if quotes are higher than anticipated and funds are not available to cover the full number of plots.

NOTICE TO OFFERORS: Funds have been reserved but are not presently available for this project. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

Inspection of Worksite: The Contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the Government.

Contract Time: NTP to October 31, 2015
Estimated Start Date: TBD
Point of Contacts: Patrick Moore, COR, 435-865-3221, ptmoore@fs.fed.us
 Lu Fowler, CO, 801-975-3367, efowler@fs.fed.us

Name of Company (please print):_____

Signature of Company Agent:_____

Duns No:_____

Date:_____

SECTION C - STATEMENT of WORK (SOW)

Vegetation Common Stand Exam Data Collection

C.1 Introduction

The Dixie National Forest (DNF) U.S. Department of Agriculture has timber, wildlife habitat, and fuels management responsibilities for public lands on the Dixie National Forest. Before the Forest Service can develop a strategy to more effectively manage vegetation, the Dixie needs a thorough inventory of stand structure and wildlife habitat. Therefore, this contract calls for an inventory of vegetation in areas where vegetation management activities are proposed. It will be used to determine the current vegetative stand structure while helping managers implement treatment alternatives to bring areas closer to desired conditions.

The objective of this contract is to provide the Dixie with stand exam data of project areas to current professional standards. With this, data vegetation stand structure will be determined and used to comply with Forest Plan and amendment standards.

C.1.1. Scope of Contract

The solicitation is for stand examination data collection activities on Dixie National Forest Land. The Contractor shall furnish all labor, equipment, transportation, supervision, supplies (except those designated as Government-furnished), incidentals, and perform all work necessary to conduct stand examinations in compliance with terms, specifications, conditions, and provisions of this solicitation. Information shall be collected as outlined in Chapter 4 of the Government provided Common Stand Exam User Guide and Region specific Appendices, unless specifically modified by the contents of this contract.

C.1.1.1. This contract is a Performance Based, firm-fixed price contract.

C.1.2. Location and Description

The project is located on the Pine Valley Ranger District of the Dixie National Forest. The Dixie National Forest is headquartered in Cedar City, UT which is located approximately 250 miles south of Salt Lake City or 170 miles northeast of Las Vegas, NV. The project area is accessed by Federal Highways, State Highways, County Roads, and Forest Roads and trails. The forest types included for inventory include PJ, aspen, mixed conifer and spruce-fir. Many of the stands are located in a Wilderness area and are accessed by trails. Maps showing the general area and more specific locations are attached in the Exhibits Section.

C.1.2.1 Access. Refer to Government furnished services in Section C.3 and Contractor requirements in Section C.4 for additional information on access to the stands.

C. 2. DEFINITIONS

Calendar Days. Every day shown on the calendar, Sundays and holidays included.

Contracting Officer's Representative (COR). The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in the letter of designation issued by the Contracting Officer.

Quality Assurance. The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

Quality Control. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting quality control are described in the Contractor's Quality Control Plan (QCP).

C.3. GOVERNMENT FURNISHED PROPERTY

The property and services that will be provided by the Government are as follows:

<i>Item #</i>	<i>Item</i>	<i>Description</i>	<i>Where, When, How</i>
3.1	General Area Maps	Maps of stands with access roads identified.	Provided in Exhibits
3.2	Common Stand Exam User's Guide, appendices, and data collection forms	Two copies of the USDA Forest Service's <u>Common Stand Exam User's Guide</u> , appendices, and data collection forms	Available from the internet website http://www.fs.fed.us/emc/nris/products/fsveg/index.shtml .fs.fed.us
3.3	Topo maps (includes declination)	One set of topo maps covering the areas to be sampled.	Provided at pre-work conference.
3.4	Publications	One copy of each publication needed to determine Plant Associations or Habitat Types.	Provided at pre-work conference.
3.5	Aids to Determining Fuel Models for Estimating Fire Behavior: GTR-INT122	One copy of the publication	Provided at pre-work conference if required.
3.6	Forest Visitor's Map or transportation map	One copy of map	Provided at pre-work conference.
3.7	Use of Premises permit	Permit to occupy the national forest in excess of time limits imposed in standard orders.	Provided when needed. Section H
3.8	Common Stand Exam Inspection Form	One copy of inspection form	Provided at pre-work meeting. Exhibits.
3.9	Wage		Section J, Exhibits

<i>Item #</i>	<i>Item</i>	<i>Description</i>	<i>Where, When, How</i>
	Determination Sheet		
3.10	Portable Data Recorder software for CSE	One copy on compact disk or can be downloaded from the internet site : www.fs.fed.us/emc/nris/products/fsveg/index.shtml .fs.fed.us	Provided at pre-work conference.
3.11	PC-based data entry software (MS Windows operating system required)	One copy on compact disk or can be downloaded from the internet site at www.fs.fed.us/emc/nris/products/fsveg/index.shtml .fs.fed.us	Provided at pre-work conference.-
3.12	GPS technical specifications	GPS datum and waypoints provided to plot centers	Section J, Exhibits
3.13	Portable Data Recorder software for CSE	One copy on 3.5" floppy disk or can be downloaded from the internet site.	Provided at pre-work conference.

Use of Premises permits may be required for contractor's camp if it exceeds local occupation time limit. All maps and other unused Government-furnished items shall be returned to the Government upon completion of the job or upon request of the Contracting Officer.

C. 4. CONTRACTOR WORK REQUIREMENTS and STANDARDS

C.4.1. General Specifications

C.4.1.1. Accessibility: The Contractor shall be responsible for obtaining all necessary permission to gain access to sample locations. If the Contractor cannot obtain permission to access a sample location, the Contractor must notify the Government in writing.

Accessibility may be determined from maps or digital orthoquads which will be furnished by the Forest Service. Contractor shall be responsible for adhering to the USDA Forest Service travel management plan, including yearlong or seasonal closures to motor vehicles, unless authorization is obtained. Maps and orthoquads may indicate that a road goes to the stand; however, vehicle access may be difficult or restricted. Stand locations may necessitate that Contractor walk to the stand or acquire some other means of travel.

Most roads are accessible between the months of May through October, though high clearance vehicles may be necessary on some roads. A four-wheel drive, high clearance vehicle is recommended if these roads become saturated with water. The Government assumes no responsibility to maintain roads in a passable condition.

4.1.2 Resource Protection Conditions: Contractors are expected to respond to sensitive resource conditions, i.e. walk to plots where road conditions are poor/wet.

4.1.3 Work Plan and schedule: The Contractor shall prepare a work plan and schedule that demonstrates that work will be completed within the performance period described in Section F. The Contractor shall provide a general plan with the technical proposal. A supplementary plan and schedule shall be provided after contract award.

4.1.3.1 The Contractor shall advise the Contracting Officer of any periods that the Contractor will not be working, not specified in the accepted Work Plan.

4.1.3.2 The Contractor may update the work plan when work is in progress and submit for approval to the Contracting Officer.

C.4.2 TECHNICAL SPECIFICATIONS

A. Locating Plots

1. Plot Location Determination.

The contractor shall locate plots within each stand using government provided GPS coordinates.

B. *Plot Center Identification/Flagging*

The Contractor shall identify sample plot centers with a government provided pin flag. Upon inspection, the center point of the marker where it intersects the ground shall be used as plot center. Sample plot center markers shall be firmly driven into the ground.

The location, stand, and plot number shall be written legibly on the flagging using a waterproof marker. For example: "002030.0004 plot 1."

C. Recording Requirements

The data fields to be collected and recorded are enumerated in Section C 4.3. Data Collection Specifications.

Data shall be recorded electronically using one or more of the following:

- Government provided ExamsPDR program. The ExamsPDR program runs on several types of PDR style computers with the Windows CE or Windows Pocket PC operating system..
- Government provided ExamsPC program. The ExamsPC data entry program runs on computers with the Windows operating systems. This may require data to be recorded on paper forms in the field and then entered into the ExamsPC program at a later time.

The contractor is responsible for providing the computer hardware necessary for running the software program/s

D. Qualifications

The success of this field inventory is dependent primarily on the Contractor's professionalism and expertise. It is necessary that the Contractor's staff meet certain standards. A crew can consist of one or more individuals. Minimum technical qualifications are specifically defined as follows:

1. Each crew must have a crew leader with undergraduate courses in mensuration, tree identification, plant identification, silviculture, and ecology and three months prior experience collecting data for Forest inventory or vegetation classification.
2. Each crew leader must also have the additional following minimum qualifications:
 - a. Proficient in the interpretation of aerial photography and associated maps.
 - b. Ability to distinguish between stand types both in the field and on original or photocopied aerial photographs.
 - c. Knowledge in the use of hand held compass, pacing, and map measurements.
 - d. Ability to accurately identify necessary tree, shrub, forb, and grass species needed for identifying local habitat types.
 - e. Knowledge of rating tree defects and parasitic plants.
 - f. Knowledge of common forest insect pests and diseases.
 - g. Familiar with habitat typing.
 - h. Proficient in the use of forest measurement equipment.

Specific technical experience may be substituted for a given educational requirement.

The Contractor shall designate crew leaders for each crew. The crew leader shall be the individual responsible for ensuring plot measurements are taken in accordance with the accuracy standards.

The Contractor, by signing an offer, agrees to use only personnel meeting these qualifications for performance of the work specified herein. The Government reserves the right to make determinations of employees' qualifications and any employee who does not meet the above described qualifications may be requested to leave the worksite with the contractor responsible for the re-collection and resubmitting any data supplied by that employee.

C.4.3 DATA COLLECTION SPECIFICATIONS

This section describes the data collection forms and the fields on each form to be completed.

Detailed information and lists of valid codes for each of the following data forms are found in the Common Stand Exam (CSE) User Guide and Appendices (see Government Furnished Property). **If the following contract specifications differ from the provided Common Stand Exam User Guide and Appendices listed in C.4.4 below, the following contract specifications shall have precedent.**

A. Setting Form (CSE)

A setting is normally a stand in which the stand exam is being done. Following is a list of data fields required for each setting. Project name (Field 1) will be supplied by the government.

The contractor shall be responsible for collecting and filling out the Setting Form for all data items that are set to "YES" in the Required column:

Field Num	Field Description	Required	Data Source	Comments
1	Project Name	YES	Government	
2	Measurement #	YES	Government	
3	Administrative Region	N/A		Not collected
4	Administrative Forest	N/A		Not collected
5	Proclaimed Forest	YES	Government	

6	District	YES	Government	
7	Location	YES	Site List	See Exhibit1 – Survey Stand List
8	Stand	YES	Site List	See Exhibit 1 – Survey Stand List
9	Owner	N/A		Not collected
10	State	N/A		Not collected
11	County	N/A		Not collected
12	Date	YES	Contractor	
13	Photo ID	N/A		Not collected
14	Photo Project	N/A		Not collected
15	Photo Roll	N/A		Not collected
16	Photo Exposure	N/A		Not collected
17	Photo ID	N/A		Not collected
18	Flight Line	N/A		Not collected
19	Photo Scale	N/A		Not collected
20	Photo Type	N/A		Not collected
21	Photo Year	N/A		Not collected
22	Examination Level	YES	Government	Always ‘3’
23	Exam Purpose	YES	Government	Always ‘SE’
24	Stratum	N/A		Not collected
25	Existing Vegetation	N/A		Not collected
26	Potential Veg Ref	YES	Contractor	
27	Potential Vegetation	YES	Contractor	
28	Structure	NO	Contractor	
29	Capable Grow Area	N/A		Not collected
30	Fuel Model	NO	Contractor	
31	Elevation	N/A		Not collected
32	Aspect	N/A		Not collected
33	Slope	N/A		Not collected
34	Slope Position	N/A		Not collected
35	Acres	N/A		Not collected
36	Examiner	YES	Contractor	Examiner
37	Radial Growth Interval	N/A		Not collected
38	Radial Growth Interval 2	N/A		Not collected
39	Height Growth Interval	N/A		Not collected
40	Photo Fuel Reference	N/A		Not collected
41	Precision Protocol	N/A		Not collected
42	Damage Category	NO	Contractor	
43	Damage Agent	NO	Contractor	

44	Damage Severity	NO	Contractor	
45	Species of Management Interest	NO	Contractor	
46	Latitude/Longitude Datum	NO	Contractor	
47	User Code	N/A		Not collected
48	Sketch Map and Traverse Notes	NO		Not collected
49	Setting Remarks	NO		Not collected

B. Sample Design Form (CSE)

The Contractor shall determine which BAF to use. To determine the BAF to use, a minimum of 5.0 trees per plot (greater than 5.0 inches DBH/DRC) average must be obtained on the variable plots in the stand. For BAF, allowable factors are 10, 15, 20, 25, 30, 35, 40 and 60. If a BAF of 10 is used, the 5.0 trees per plot average will be waived.

In PJ cover types a large fixed plot of 1/20th acre may be used.

If the small fixed plot size is not listed the contractor shall use a plot size of 1/100 on all small fixed plots.

The same BAF and/or fixed plot sizes must be used throughout the stand.

The contractor shall be responsible for collecting and filling out the Sample Design Form for all data items that are set to “YES” in the Required column. The contractor shall use the Sample Design form in Exhibit 5 as the template for all plots.

Field Num	Field Description	Required	Data Source	Comments
	Region	YES	Government	
	Proclaimed Forest	YES	Government	
	District	YES	Government	
	Location/Watershed Alias	YES	Site List	
	Stand Num	YES	Site List	
1	Sample Selection Method	YES	Government	See Exhibit 5 – Sample Design Form
2	Sample Expansion Factor	YES	Contractor	See Exhibit 5 – Sample Design Form
3	Starting Azimuth	N/A		Not collected
4	Sub-pop Filter	YES	Government	See Exhibit 5 – Sample Design Form
5	Selection Criteria Number	YES	Government	See Exhibit 5 – Sample Design Form
6	Sub-pop Variable	YES	Government	See Exhibit 5 – Sample Design Form
7	Sub-pop Minimum Value	YES	Government	See Exhibit 5 – Sample Design Form
8	Sub-pop Maximum Value	YES	Government	See Exhibit 5 – Sample Design Form
9	Sample Design Remarks	NO	Contractor	

All sample design fields, whether required by this contract or not, are included on the design form provided in the exhibits. Fields not specifically required by this contract are to be skipped on the form.

C. Plot Form (CSE)

The following items are required to be recorded at each plot on the Plot form. Detailed information and lists of valid codes for each data item are found in the Common Stand Exam Users Guide and Appendices (see Government Furnished Property). The contractor shall be responsible for collecting and filling out the Plot Data Form for all data items that are set to “YES” in the required column

Amend Common Stand Exam User Guide, Chapter 4, Plot Data with the following:

Capable Grow Area Percent. Based on a 1/10th acre plot, ocular estimate and record the percent of the area that can support tree growth. If the plot has no trees present and is not capable of supporting tree growth (non-stockable), record a 0 percent. If a portion of the plot is capable of supporting trees (stockable), record the percent of the plot area that is capable of supporting trees.

Field Num	Field Description	Required	Data Source	Comments
	Region	YES	Government	
	Proclaimed Forest	YES	Government	
	District	YES	Government	
	Location	YES	Site List	
	Stand Num	YES	Site List	
1	Plot Num	YES	Contractor	
2	Plot Latitude	YES	Contractor	
3	Plot Longitude	YES	Contractor	
4	Capable Grow Area	YES	Contractor	
5	Plot Aspect	YES	Contractor	
6	Plot Slope	YES	Contractor	
7	Slope Position	YES	Contractor	
8	Slope Horz Shape	NO		
9	Slope Vert Shape	NO		
10	Elevation	NO		
11	Existing Vegetation	NO		
12	Potential Vegetation	NO		
13	Fuel Model	NO		
14	Residue Description Code	NO		
15	Dist. Seed Wall	NO		
16	Plot History	NO		
17	Plot History Date	NO		
18	User Code	NO		
19	Plot Remarks	NO		
20	User Code	NO		

All plot data fields, whether required by this contract or not, are included on the plot data form provided in the exhibits. Fields not specifically required by this contract are to be skipped on the form.

D. Tree Form (CSE)

Begin recording standing tree data on the Tree form at azimuth 360 (North), progressing in a clockwise direction around plot center. Trees shall be recorded in the following order:

- a. Growth Sample Trees located on the variable radius plot or large fixed radius plot or small fixed radius plot.
- b. Live Trees and Dead Standing trees located on the variable radius plot or large fixed radius plot.
- c. Live Trees and Dead Standing trees located on the small fixed radius plot.
- d. Site trees that are located off plot.

Amend Common Stand Exam User Guide, Chapter 4, Tree Data with the following:

Field 5: Site/Growth Trees. A minimum of 3 site trees will be sampled per stand. Site trees species selected will be representative of the species comprising the cover type of the stand. Acceptable site tree species are listed in Exhibit 6 -- List of Acceptable Site Tree Species.

Field 10: Height. Heights will be required for all trees recorded.

The following items, except as noted, are required to be collected by the Contractor for each tree on the plot, for the specified exam level. Detailed information and lists of valid codes for each data field are found in the Common Stand Exam User Guide and Appendices (see Government Furnished Property). The contractor shall be responsible for collecting and filling out the Tree Data Form for all data items that are set to "YES" in the required for column

Field Num	Field Description	Required by Exam Level			Data Source	Required for:
		Inten- sive	Exten- sive	Quick Plot		
	BAF	YES	YES	YES	Contractor	
	Fixed Plot Size	YES	YES	YES	Contractor	
	Breakpoint DBH	YES	YES	YES	Contractor	
	Location	YES	YES	YES	Site List	See Exhibit 1
	Stand Number	YES	YES	YES	Site List	See Exhibit 1
1	Plot Num	YES	YES	YES	Contractor	All trees
2	Tag ID	YES	YES	YES	Contractor	All trees
3	Tree Status	YES	YES	YES	Contractor	All trees
4	Tree Class	NO	NO	NO	Contractor	All trees
5	Site/GST	YES	NO	NO	Contractor	For site & growth trees only
6	Species	YES	YES	YES	Contractor	All trees
7	Tree Count	YES	YES	YES	Contractor	All trees
8	DRC Num Stems	YES	YES	YES	Contractor	DRC species only
9	DBH/DRC	YES	YES	YES	Contractor	All trees
10	Height	YES	YES	YES	Contractor	All trees
11	Height to Crown	NO	NO	NO	Contractor	All live trees equal to and greater than 4.5' in height
12	Radial Grow	YES	NO	NO	Contractor	Growth sample trees 3+ inches DBH or DRC
13	Radial Grow 2	N/A	N/A	N/A		Not collected
14	Height Grow	YES	NO	NO	Contractor	Growth sample trees less than 3 inches DBH or DRC or less

						than 4.5' in height
15	Age	YES	NO	NO	Contractor	Site and growth sample trees
16	Crown Ratio	YES	YES	YES	Contractor	All live trees equal to and greater than 4.5' in height
17	Crown Class	NO	NO	NO	Contractor	All live trees equal to and greater than 4.5' in height
18	Crown Width	NO	NO	NO	Contractor	All live trees equal to and greater than 4.5' in height
19	Wildlife Use	NO	NO	NO	Contractor	All trees
20	Log/Snag Decay	YES	NO	NO	Contractor	All standing and down dead trees
21	Cone Serotiny	NO	NO	NO	Contractor	All lodgepole pine and jack pine trees 1+ inches DBH
22	Treatment Option	NO	NO	NO	Contractor	All trees
23	Azimuth	NO	NO	NO	Contractor	All trees
24	Distance	NO	NO	NO	Contractor	All trees
25	Damage Category	YES	YES	NO	Contractor	All trees with damage. Record 3 most severe.
26	Damage Agent	YES	NO	NO	Contractor	Required if damage category is not blank
27	Damage Part	NO	NO	NO	Contractor	
28	Damage Severity	YES	YES	NO	Contractor	Required if damage category is not blank
29	Tree Remarks	NO	NO	NO	Contractor	All trees
30	User Code	N/A	N/A	N/A		

E. Vegetation Composition Form (CSE)

Vegetation composition will not be collected by this contract

F. Down Woody Form (CSE)

The following items are required to be recorded on the down woody form at each plot. Detailed information and lists of valid codes for each data item are found in the Common stand Exam Users Guide and Appendices.

Down woody material data will be collected using the Brown's Planar Intercept method for determining fuel loading. See the Sample Design Specifications, exhibit 5, for the transect lengths.

Field Num	Field Description	Required	Data Source	Comments
	Region	YES	Government	
	Proclaimed Forest	YES	Government	
	District	YES	Government	
	Location	YES	Site List	
	Stand Number	YES	Site List	
1	Plot Number	YES	Contractor	
2	First Duff	YES	Contractor	
3	Second Duff	YES	Contractor	
4	Fuel Depth	YES	Contractor	
5	Twig 1 (0-.24)	YES	Contractor	
6	Twig 2 (.25-.99)	YES	Contractor	

7	Twig 3 (1.0-2.99)	YES	Contractor	
8	Piece Count	YES	Contractor	
9	Decay Class	YES	Contractor	
10	Diameter	YES	Contractor	
11	Diameter Large End	YES	Contractor	
12	Diameter Small End	YES	Contractor	
13	Piece Length	YES	Contractor	
14	Volume 1	NO	Contractor	
15	Weight 1	NO	Contractor	
16	Volume 2	NO	Contractor	
17	Weight 2	NO	Contractor	
18	Volume 3	NO	Contractor	
19	Weight 3	NO	Contractor	
20	Volume 4	NO	Contractor	
21	Weight 4	NO	Contractor	
22	Fuel Photo Reference	NO	Contractor	

All down woody fields, whether required by this contract or not, are included on the down woody form provided in the exhibits. Fields not specifically required by this contract are to be skipped on the form.

C.4.4. Standards

Common Stand Exam User's Guide and appendices VERISON January 2015

C.4.5 Quality Control

Quality Control Plan: Required to be submitted in the solicitation as part of the evaluation factors for award. The Quality Control Plan must address how the contractor plans on meeting the Acceptable Quality Level (AQL) of key tasks in the Performance Requirements Summary within the Performance Work Statement. The Quality Control Plan is a key component in Performance Based contracts and tells the Government how the contractor plans on inspecting themselves during performance to meet the AQL.

C.4.5.1 Quality Control

The Contractor shall prepare a Quality Control Plan to describe methods and procedures to ensure quality. The Contractor shall inspect the work in accordance with the accepted Quality Control Plan. All Contractor quality control records shall be provided to the Government at the time a block of data is submitted for acceptance. All records shall be signed and dated by the person who conducted the inspection.

The government will review the quality control performed by the contractor as well as any required electronic data or other work submitted to determine whether the quality is sufficient for inspection.

C.4.5.2 Quality Assurance Plan

The government's Quality Assurance Plan will be given to the contractor at the pre-work meeting. The plan outlines the minimum number of compliance inspections the government will perform on plots that have been inspected by the contractor for quality control. These are turned into the government for compliance inspection as part of quality assurance and inspection and acceptance E.1 . In the example below 10% government inspection of contractor inspected plots and 5% for non-inspected plots would yield :

Number of plots	Contractor Inspects 20%	Government Inspects 10 % of contractor inspected	Remaining plots not inspected	Government Inspects 5 % of remaining not inspected	Total Plots Inspected by Government
50	10	1	40	2	3
100	20	2	80	4	6
135	27	3	108	6	9

These percentages may be negotiated by the government to most efficiently perform the quality assurance inspections.

SECTION D – PACKAGING AND MARKING

N/A

SECTION E – INSPECTION AND ACCEPTANCE**E.1**

An inspection block, as established by the Government, will contain a minimum of **50** plots and a maximum of **100** plots, and will consist of complete stands. The **initial** inspection may be done on less than 50 plots if requested by Contractor.

A. Compliance Inspection

The CO will, by formal review, determine if the specified progress and methods of work are being carried out. Failure to comply with specified work standards may be cause for termination of the Contractor's right to proceed.

B. Inspection of Work

The Government will inspect the stand examinations to determine compliance with contract specifications and to provide a basis for payment. If more than one exam level is specified, inspected stands will be in approximately the same ratio as the exam levels specified. The completed work shall be submitted within seven (7) days after completion of each block. The Government will inspect no more than 20 plots of submitted and completed work per week.

Completed work, consisting of required electronic data will be turned in for inspection in blocks. Inspection will only be made on completed stands. When electronic data is provided, the inspection will be based on a printout of the electronic data or/ **the inspection will be based on the .pdr or .tru files, as applicable.**

The Government will make the compliance inspection of each block of completed stands within 10 calendar days without cost to the Contractor. No charge will be made for the first rework inspection. Thereafter, any contract re-inspection required will be at the Contractor's expense. Re-inspection charges may include, but are not limited to: inspector's wages for travel time to and from work site; inspector's wages to re-inspect; per diem cost (meals, lodging, field costs); COR wages; and vehicle use rate and mileage.

C. Demonstration of Inspection Procedures

Upon written request from the Contractor, the Government will perform one demonstration inspection of one sample plot at no cost to the Contractor as an example of inspection procedures and demonstration of potential problems. The Contractor shall accompany the Government inspector on the inspection.

D. Determination of Acceptable Work

An inspection, as stated above, will be performed by the Government for the evaluation of contract specification compliance. The following will be used for determination of acceptable or unacceptable work:

1. Pass-fail check of specified standards and procedures for each block.

Site examinations deficient in any of the following specifications are unacceptable on a "pass-fail" basis and will be returned to the Contractor with the entire block for rework. The determination of noncompliance with these items may be made during the office edit or during field inspection. Many of the following items appear on the Inspection Point Score Calculation Form included in the exhibits.

- a. All completed forms and electronic data not submitted to the Forest Service in a timely manner after Contractor completion.
 - b. Forms that are illegible or cannot be reproduced on a copying machine.
 - c. Electronic data that cannot be read by Government computers.
 - d. Stands failing to meet minimum tree/plot averages where specified when a lower BAF could be selected, unless the Government specified the BAF used.
 - e. Located plot centers not within acceptable distance of plot location based on Government provided data or where plot location bias is evident.
 - f. Stands having less than the prescribed number of sample plots examined.
 - g. Sample plot center falls outside the stand boundary as identified on the stand map or aerial photo.
 - h. Any sample plot center which cannot be located because of improper plot center labeling or because of improper reference point labeling, or for any other reason attributable to noncompliance with specifications.
 - i. Stands with less than the minimum number of site and/or growth trees (as specified).
 - j. Stands submitted with incomplete information on any form, paper or electronic. This includes Remarks and the Stand Sketch Map and Traverse Notes.
 - k. Any form with inaccurate stand location and stand number data.
 - l. Stands where government supplied information are incompletely or inaccurately transcribed onto the forms.
 - m. Stands in which plots are not evenly distributed throughout each stand.
 - n. Stands with an error or incomplete information in a field designated "Unacceptable" in the Point Value column (A) on the Common Stand Exam Inspection Form (See attachments).
2. Point deduction for each deficient entry or procedure on an inspection site.
Acceptable tolerance levels for individual measurements are shown on each Exam Inspection Form located in the exhibits. Any item or measurement indicated by inspection to be outside these tolerance levels will be assigned a point deduction. Point deductions will be calculated separately for each form. An inspection/payment block may fail based on an individual form

score or on the total form score calculation.

The number of errors for each field for the entire inspection/payment block is recorded in column 'B', "Number of Errors". The Point Deduction, column 'C', is calculated by multiplying the number of errors, column B, by the "Point Value", column 'A'. The Point Deductions are then totalled at the bottom of column 'C' in the "Total Deductions" field (D). This is then divided by the number of stands, plots, or tree data records inspected- Field (E) to calculate the "Form Score" -Field (F). Field (E) is the number of stands, plots, or tree data records actually inspected for that Form.

In determining pass/fail for Form Score or Total Score for inspections the government score will prevail.

3. Error trend.

If during inspection of selected plots or review of submitted data, the Government determines an error trend is occurring in the information being recorded by the Contractor, the Government will notify the Contractor of the findings. If the same trend continues in future inspection blocks, the blocks will be returned for rework even if the blocks have passing inspection scores. For example, all tree heights are measured taller by 15% when 10%+/- is the tolerance. Even though all other measurements are within tolerance the work could be returned for correction.

If during inspection of selected plots or review of submitted plot sheets, the Contractor's inspection determines a similar discrepancy is occurring in the information being recorded, the Contractor shall ensure that their personnel are made aware of the findings to prevent further occurrences. In addition, if the Contractor notices a discrepancy trend developing while inspecting plots on the ground, he/she may visit plots not selected in the random sample, to inspect the field(s) in question. These plots will be used to determine if a discrepancy trend does exist, not for payment purposes. The Contractor shall ensure that their personnel are made aware of the findings to prevent future occurrences. Discrepancies found on initial inspection plots are subject to point deduction.

E. Rework of Unacceptable Work

The Government reserves the right to require unacceptable blocks, as determined under Section C. Determination of Acceptable Work, to be reworked. Upon written notification by the CO that a block is unacceptable, the Contractor may be required to complete and submit rework before beginning work on another block. The Government will specify rework requirements for each unacceptable block. In the case of data errors, the Government can require that they be corrected. In the case of plot location errors, the Government may require that the plots be relocated and measured.

1. Correction of Data Errors:

a. Pass-fail failures require correction of errors throughout the block.

b. Point deduction failures require:

For failure due to a Form Score: Correct individual items or measurements in the Form that failed. (i.e., if Tree Form fails, then only that form would need to be reworked).

This may require revisiting all stands and sample plots in the block.

For failure due to a Total Score: Correct all items and measurements on all forms. This may require revisiting all stands and sample plots in the block.

For a failure due to a Form Score and a Total Score: If a block fails due to both a Form score and a Total score, then the rework will be the same as for a Total score failure.

c. Trend error failures require rework of all items identified as having an error trend.

2. Correction of Plot Location Errors:

a. Incorrectly located plots shall be relocated and measured.

The Government will re-inspect blocks of data that have been reworked to determine compliance.

If reworked and re-inspected blocks fail during the first re-inspection, additional rework may be allowed at the discretion of the CO. Failure to pass inspection may result in contract default.

F. Re-inspection upon Contractor Request

If the original inspection results are not acceptable to the Contractor, a re-inspection may be requested, in writing, up to seven (7) days after receiving notification of unacceptable work. If the re-inspection confirms the results of the original inspection, the Contractor shall reimburse the Government for actual costs incurred for performing re-inspection. If re-inspection indicates that work does meet acceptable standards, the Government assumes the cost of re-inspection.

SECTION F – DELIVERIES OR PERFORMANCE

F1. METHOD OF PAYMENT

A. Payments

Payments will be made on the number of sample plots within an inspection/payment block if that block has been accepted. Payment may be made for partially completed blocks as determined by the Government. No payment will be made for unacceptable blocks.

B. Deductions

Deductions from payments will be made for the following conditions:

1. Re-inspection costs will also be deducted for any block that was reworked (other than the first re-inspection).

F. 2. DELIVERIES

F.2.1. Contract Performance Time and Required Rate of Progress

The Contractor shall maintain progress at a rate that will assure completion within the performance period. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each item by performance time specified.

F.2.2. Contract Time. The Contractor shall start work promptly after receipt of a Notice to Proceed. The Contractor shall maintain progress at a rate that will assure completion within the stated contract time.

AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from the issuance of NTP through 31 Oct 2015.

The Government will issue A Notice to Proceed as soon as weather and ground conditions are favorable for work on one or more of the areas. Contract time will start (1) on the date specified on the Notice to Proceed, if the notice is hand-delivered; Or (2) Contract Time will start on the third-day after the post office has issued a Notice of Certified Mail to the Contractor; Or (3) Contract Time will start when thinning and/or other work commences, whichever is sooner. Failure of the Contractor to pick-up Certified Mail will not be considered excusable.

F.2.3 Work Plan and schedule. The Contractor shall prepare a work plan and schedule that demonstrates that work will be completed within the performance period described in Section F. The Contractor shall provide a general plan with the technical proposal. A supplementary plan and schedule shall be provided after contract award, but 5 days before start of work.

F.3. PERFORMANCE SUMMARY

The following describes the major items in the contract with the incentives and deductions for the work described.

Work Statement	Performance Standard	Gov't Method of Assessment	Incentive/ deduction
Stand Exam Data Collection, C.4.3	Quality meets or exceeds acceptable performance standard in C.4.3	COR or inspector conduct periodic monitoring of operations and random plot inspections consistent with QASP.	<ul style="list-style-type: none"> The Contractor's quality will be reflected in the performance evaluation either as positive or negative incentive. If Contractor achieves acceptable performance quality, the Contractor will receive unit price as incentive. If Contractor does not achieve at least acceptable performance quality, rework at no expense to the Government. If rework does not meet acceptable performance quality negative incentive would be no pay, termination for default, and/or adverse performance evaluation.
Quality Control C.4.5 and E.1	Contractor maintains good quality control on all aspects of operation Actions not consistent with contract specifications are corrected as per the Quality Control Plan.	COR or inspector randomly sample work and observe operations.	<ul style="list-style-type: none"> The Quality Control provided by the Contractor will be reflected in the performance evaluation as either positive or negative incentive. Achieving acceptable quality control is necessary to receive full unit price as positive incentive. If Contractor does not achieve at least acceptable performance quality, rework at no expense to the Government. If rework does not meet acceptable performance quality negative incentive would be , no pay, termination for default, and/or adverse performance evaluation. The Government may charge for re-inspection of a block in accordance with E.1.
	Contractor and Government passes pass-fail check of specified standards. Contractor and Government's verification scores < 5.0 and Total Score < 10.0.	COR or inspector randomly observe Contractor inspection per Quality Assurance Plan. Review Contractor inspection forms.	
Work Plan and Schedule F.2.4.	Work meets schedule as per the accepted work plan. Contractor inspection completed to meet timeframes.	COR and inspector conduct periodic monitoring. Government inspection completed to meet timeframes.	<ul style="list-style-type: none"> The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance evaluation as either positive or negative incentive. Completing work on schedule is necessary to receive full unit price as positive incentive. Work not completed on schedule is subject to Default and may result in assessment of actual costs.

SECTION G - CONTRACT CLAUSES

FAR 52.212-4 Contract Terms and Conditions - Commercial Items (DEC 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <http://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

(a) *Definitions.* As used in this clause—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [Subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor’s SAM record that indicates payments, including those made by

EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <http://www.acquisition.gov>.

FAR 52.204-18 Commercial and Government Entity Code Maintenance (NOV 2014)

(a) *Definition.* As used in this clause—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with Subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of

contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate I (FEB 2012)

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, amended and/or subsequently enacted.

FAR 52.222-99 Establishing a Minimum Wage for Contractors (DEVIATION 2014-0001) (OCT 2014)

This clause implements Executive Order 13658, *Establishing a Minimum Wage for Contractors*, dated February 12, 2014, and OMB Policy Memorandum M-14-09, *Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors*, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of

Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

FAR 52.236-7 Permits and Responsibilities (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

***Inspection, Delivery**

Inspection and Test

Final Inspection - a final physical inspection and operating check shall be made before delivery. The Contractor shall notify the Inspector before the tractor is ready for final inspection.

Delivery

Following final inspection and acceptance, the Contractor shall deliver the completed tractor.

Contract Time

AGAR 452.211-75 Effective Period of the Contract (FEB 1988)

The effective period of this contract is from TBD through TBD

Invoice Processing Platform (IPP)

The Forest Service is utilizing the Invoice Processing Platform (IPP) for the electronic submission and tracking of contracts/purchase orders, invoices, and payment information. IPP is a secure Government-wide, Web-based invoice processing service. Visit <http://www.ipp.gov> to learn more.

Upon award of a contract, Contractors must enroll at <https://www.ipp.gov/vendors/enrollment-vendors.htm>. Contractors shall submit all invoices electronically via IPP. Paper copies of invoices will no longer be accepted.

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also,

the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)
52.223-19	Compliance with Environmental Management Systems (MAY 2011)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.245-1	Government Property (APR 2012)
52.245-9	Use and Charges (APR 2012)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(3) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637 (d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.E. 13496).
- ☐ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)) (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (35) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (36) (i) 52.223-14, Acquisition of EPEATS®-Registered Televisions (E.O. 13423 and 13514).

☐ (ii) Alternate I (JUN2014) of 52.223-14.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (38) (i) 52.223-16, Acquisition of EPEATS®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

☒ (40) 52.225-1, Buy American - Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (41)(i) 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42. U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42. U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (50) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (53) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

☒ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SECTION J - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Service Contract Labor Standards Statute: If this is a contract in excess of \$2,500, the Contractor is required to pay certain minimum wages to all service employees working under this contract. These required minimum wages are stated in the attached Register of Wage Determinations under the Service Contract Labor Standards statute. **Pursuant to Executive Order 13658, the minimum hourly wage rate required to be paid to workers performing on, or in connection with, contracts and subcontracts subject to FAR Subpart 22.19, is at least \$10.10 per hour beginning January 1, 2015, and beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary of Labor. See FAR Subpart 22.19.**

The following attachments are a part of this solicitation and any resulting contract (see separate document(s)).

- J- 1 Exhibit 1 – Survey Stand List, Page 44
- J- 2 Exhibit 2 – Location/Site GPS Coordinates, Attachment
- J- 3 Exhibit 3 – General Area Maps, Attachment
- J- 4 Exhibit 4 – Stand Maps, Attachment
- J- 5 Exhibit 5 – Sample Design Specifications, Page 46
- J- 6 Exhibit 6 – List of Acceptable Site Tree Species, Page 47
- J- 7 Exhibit 7 – Common Stand Exam Inspection Forms with Accuracy Standards, Page 48-49
- J- 8 Exhibit 8 – Example Data Forms, Page 50-65
- J- 9 Experience Questionnaire, Page 66-68
- J- 10 AGAR Advisory 104A, Page 69
- J- 11 Wage Determination No. 05-2531, Rev. 15, 12/22/2014, Page 70-81

Exhibit 1 -- SURVEY STAND LIST

LOCATION	SITE	ACRES	#PLOTS
001013	3	13	3
001013	4	25	3
001013	8	185	18
001013	10	62	6
001013	18	36	4
001013	19	46	5
001013	20	25	3
001013	22	46	5
001013	23	35	4
001013	36	83	8
001013	39	55	6
001013	41	60	6
001013	42	27	3
001013	49	88	9
001013	50	19	3
001013	53	26	3
001013	58	79	8
001013	71	40	4
001013	76	95	9
001013	79	86	9
001013	81	16	3
001013	86	36	4
001013	89	26	3
001013	99	184	18
001013	109	33	3
001013	115	49	5
001013	116	51	5
001013	118	31	3
001013	119	39	4
001013	122	39	4
001013	139	92	9
001013	145	25	3
001013	150	125	12
001013	151	123	12
001013	154	63	6
001013	157	41	4
001013	159	14	3
001013	163	22	3
001013	165	24	3
001013	174	81	8
001013	177	41	4
001013	184	46	5

LOCATION	SITE	ACRES	#PLOTS
001013	185	53	5
001013	201	67	7
001017	5	33	3
001017	8	46	5
001017	14	19	3
001017	15	55	6
001017	16	54	5
001017	17	51	5
001017	38	51	5
001017	41	27	3
001017	42	41	4
001017	44	20	3
001017	47	101	10
001017	50	76	8
001017	60	77	8
001017	63	64	6
001017	65	74	7
001017	72	62	6
001017	73	54	5
001017	77	62	6
001017	78	35	3
001017	79	37	4
001017	92	40	4
001017	93	71	7
001017	97	57	6
001017	102	44	4
001017	107	42	4
001017	109	26	3
001017	126	63	6
001017	127	104	10
001017	129	34	3
001017	130	131	13
001017	134	16	3
001017	136	47	5
001017	138	28	3
001017	141	144	14
001017	142	80	8
001017	143	32	3
001017	150	36	4
001017	152	19	3
001017	169	66	7
001017	170	45	4

Exhibit 2 – Location/Site GPS Coordinates

Separate Attachment

Exhibit 3 – GENERAL AREA MAPS

Separate Attachment

Exhibit 4 – STAND MAPS

Separate Attachment

Exhibit 2-4 are on a separate attachment.

Exhibit 6 -- List of Acceptable Site Tree Species

Scientific Name	Common Name	Symbol
<i>Abies concolor</i>	white fir	ABCO
<i>Abies grandis</i>	grand fir	ABGR
<i>Abies lasiocarpa</i>	subalpine fir	ABLA
<i>Abies lasiocarpa</i> var. <i>arizonica</i>	corkbark fir	ABLAA
<i>Abies lasiocarpa</i> var. <i>lasiocarpa</i>	subalpine fir	ABLAL
<i>Abies magnifica</i>	California red fir	ABMA
<i>Larix lyallii</i>	Subalpine Larch	LALY
<i>Larix occidentalis</i>	western larch	LAOC
<i>Libocedrus decurrens</i>	Incense Cedar	LIDE
<i>Picea engelmannii</i>	Englemann spruce	PIEN
<i>Picea glauca</i>	white spruce	PIGL
<i>Picea pungens</i>	blue spruce	PIPU
<i>Pinus albicaulis</i>	whitebark pine	PIAL
<i>Pinus aristata</i>	bristlecone pine	PIAR
<i>Pinus balfouriana</i>	foxtail pine	PIBA
<i>Pinus banksiana</i>	jack pine	PIBA2
<i>Pinus contorta</i>	lodgepole pine	PICO
<i>Pinus edulis</i>	Common Pinyon Pine	PIED
<i>Pinus flexilis</i>	limber pine	PIFL2
<i>Pinus jeffreyi</i>	Jeffery pine	PIJE
<i>Pinus lambertiana</i>	sugar pine	PILA
<i>Pinus monophylla</i>	Singleleaf Pinyon Pine	PIMO
<i>Pinus monticola</i>	western white pine	PIMO3
<i>Pinus nigra</i>	Austrian pine	PINI
<i>Pinus ponderosa</i>	ponderosa pine	PIPO
<i>Populus angustifolia</i>	narrowleaf cottonwood	POAN3
<i>Populus balsamifera</i>	balsam poplar	POBA2
<i>Populus balsamifera</i> ssp. <i>trichocarpa</i>	black cottonwood	POBAT
<i>Populus deltoides</i> ssp. <i>wislizeni</i>	Rio Grande cottonwood	PODEW
<i>Populus deltoides</i>	eastern cottonwood	PODE3
<i>Populus deltoides</i> ssp. <i>monilifera</i>	plains cottonwood	PODEM
<i>Populus fremontii</i>	Fremont cottonwood	POFR2
<i>Populus L.</i>	cottonwood	POPUL
<i>Populus tremuloides</i>	quaking aspen	POTR5
<i>Populus x acuminata</i>	lanceleaf cottonwood	POAC5
<i>Pseudotsuga menziesii</i>	Douglas-fir	PSME
<i>Pseudotsuga menziesii</i> var. <i>glauca</i>	Rocky Mountain Douglas-fir	PSMEG

Exhibit 7 -- COMMON STAND EXAM INSPECTION FORMS WITH ACCURACY STANDARDS

FIELD VERIFICATION POLYGON DATA (FV) INSPECTION FORM

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Partition Type	no errors	6		
2	Partition	no errors	unacceptable		
3	Polygon Number	no errors	unacceptable		
4	Event Type	no errors	10		
5	Survey Date	no errors	6		
6	Delineation Source	no errors	6		
7	Attribute Source	no errors	6		
8	Tree Cover Method	no errors	10		
9	Shrub Cover Method	no errors	10		
10	Grass/Forb Cover Method	no errors	10		
11	Name	no errors	3		
12	Photo Project	no errors	3		
13	Photo Roll	no errors	3		
14	Photo Frame	no errors	3		
15	Photo Date	no errors	3		
16	Horizontal Diversity	no errors	10		
17	Tree Condition	no errors	10		
18	Formerly Range	no errors	10		
19	Formerly Trees	no errors	10		
20	FSVeg Link	no errors	unacceptable		
21	Terra Link	no errors	unacceptable		
22	Habitat Structural Stage	no errors	10		
23	Lifeform/GSC	no errors	10		
24	Layer	no errors	6		
25	Species	no errors	10		
26	Size Class	no errors	10		
27	Percent Cover	+/- 20% 1)	6		
	Total Deductions (sum of column 'C')		D	⇒	
	Number of Stands Inspected		E	⇒	
	Field Verification Form Score (D / E)		F	⇒	

COMMON STAND EXAM INSPECTION FORM

side 1

PROJECT NAME --- CONTRACT NUMBER		FOREST / UNIT	
DATE BLOCK RECEIVED	DATE BLOCK INSPECTED	INSPECTORS	
NUMBER OF SETTINGS:	NUMBER OF SETTINGS INSPECTED:	L.T. TREE RECORDS INSPECTED: S.T. TREE RECORDS INSPECTED: GSC RECORDS INSPECTED: VEG. RECORDS INSPECTED: DOWN WOODY RECORDS INSPECTED:	
NUMBER OF PLOTS:	NUMBER OF PLOTS INSPECTED:		

OFFICE INSPECTION

- ALL REQUIRED MATERIALS RETURNED IN GOOD CONDITION
- CORRECT NUMBER OF PLOTS COMPLETED IN EACH STAND
- ALL REQUIRED FORMS AND FIELDS COMPLETED AND LEGIBLE
- MIN. NO. OF SITE/GROWTH TREES COLLECTED FOR EACH SETTING
- ALL SETTINGS MEET MINIMUM TREE PER PLOT AVERAGES
- ELECTRONIC DATA COMPLETE AND ACCEPTABLE

ACCEPTABLE	UNACCEPTABLE	N/A

FIELD INSPECTION

- ALL REFERENCE POINTS AND PLOT CENTERS RELOCATABLE
- ALL PLOT LOCATIONS CORRECT AND UNBIASED
- ALL STANDS HAVE A PLOT DISTRIBUTION THAT EQUALLY SAMPLES ALL
- SUFFICIENT ERRORS ACCUMULATE TO INDICATE A DISCREPANCY TREND
- ALL INFORMATION ON SAMPLE DESIGN FORMS COMPLETE AND CORRECT
- ALL SETTINGS AND PLOTS HAVE CORRECT SETTING ID

ACCEPTABLE	UNACCEPTABLE	N/A

TOTAL FORM SCORE CALCULATION

Field Verification Polygon Data Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Setting Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Sample Design Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Plot Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Total Tree Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Ground Surface Cover Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Vegetation Composition Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Downed Woody Form Score	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
TOTAL SCORE (sum of all scores)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

OFFICE AND FIELD INSPECTION

-- ANY UNACCEPTABLE ITEM FAILS INSPECTION BLOCK

TOTAL FORM SCORE CALCULATION

All form scores < 5.0 and Total Score < 10.0 = pass (full payment)

Any Form >= 5.0 = rework forms that fail for entire inspection unit

Total Score >= 10.0 = rework entire inspection unit

Errors in any field that has a Point Value of "unacceptable" will fail the block

INSPECTION BLOCK

PASS

FAIL

INSPECTION CREW SIGNATURES:

DATE

DATE

COMMENTS AND FOLLOW-UP ACTION on side 2

[illegible]

SETTING INSPECTION FORM

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Region	no errors	unacceptable		
2	Proclaimed Forest	no errors	unacceptable		
3	District	no errors	unacceptable		
4	Location/Watershed Alias	no errors	unacceptable		
5	Stand Number	no errors	unacceptable		
6	Ownership	no errors	unacceptable		
7	State	no errors	unacceptable		
8	County	no errors	unacceptable		
9	Administrative Forest	no errors	unacceptable		
10	Date	no errors	2		
11	Photo ID	no errors	1		
12	Exam Level	no errors	unacceptable		
13	Exam Purpose	no errors	unacceptable		
14	Stratum	no errors	2		
15	Existing Veg	no errors	5		
16	Potential Veg Reference	no errors	unacceptable		
17	Potential Veg	+/- phase	20		
18	Structure	no errors	2		
19	Cap. Growing Area %	+/- 10 units	1		
20	Fuel Model	no errors	2		
21	Elevation	+/- 2 contour intervals	3		
22	Aspect	+/- 45 degrees	3		
23	Slope	+/- 10 units	2		
24	Slope Position	+/- 1 class	2		
25	Acres	no errors	unacceptable		
26	Radial Growth Interval	no errors	unacceptable		
27	Radial Growth Interval #2	no errors	unacceptable		
28	Height Growth Interval	no errors	unacceptable		
29	Fuel Photo Reference	no errors	unacceptable		
30	Precision Protocol	no errors	unacceptable		
31	Examiner	no errors	1		
32	Setting Remarks	complete and accurate	5		
33	Damage Category	no errors	2		
34	Damage Agent	no errors	1		
35	Damage Severity	no errors	1		
36	Species of Mgt. Interest	no errors	1		
37	Sketch Map & Traverse Notes	complete and accurate	10		
	Total Deductions (sum of Col 'C')		D	⇒	
	Number of Stands Inspected		E	⇒	
	Setting Form Score (D / E)		F	⇒	

SAMPLE DESIGN INSPECTION FORM

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Selection Method Type	no errors	unacceptable		
2	Sample Expansion Factor	no errors	unacceptable		
3	Starting Azimuth	no errors	7		
4	Points Installed	no errors	unacceptable		
5	Subpop Filter	no errors	unacceptable		
6	Sample/Select Remarks	complete and accurate	5		
7	Selection Criteria	no errors	unacceptable		
8	Subpop Variable	no errors	unacceptable		
9	Subpop Min Value	no errors	unacceptable		
10	Subpop Max Value	no errors	unacceptable		
	Total Deductions (sum of column 'C')		D	⇒	
	Number of Stands Inspected		E	⇒	
	Sample Design Form Score (D / E)		F	⇒	

PLOT INSPECTION FORM

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Plot Number	no errors	unacceptable		
2	Plot Latitude	no errors	unacceptable		
3	Plot Longitude	no errors	unacceptable		
4	Cap. Growing Area %	+/- 10 %	2		
5	Plot Aspect	+/- 45 degrees	6		
6	Plot Slope %	+/- 10 units	6		
7	Slope Position	+/- 1 class	6		
8	Slope Horizontal Shape	+/- 1 class	2		
9	Slope Vertical Shape	+/- 1 class	2		
10	Elevation	+/- 2 contour intervals	6		
11	Existing Veg	no errors	10		
12	Potential Veg	no errors	10		
13	Plot History	no errors	6		
14	Plot History Date	1)	2		
15	Fuel Model	no errors	2		
16	Residue Descriptive Code	no errors	2		
17	Distance to Seed Wall	no errors	2		
18	Remarks	complete and accurate	10		
	Total Deductions (sum of column 'C')		D	⇒	
	Number of Plots Inspected		E	⇒	
	Plot Form Score (D / E)		F	⇒	

1) Year required if field #13 is other than code 10 or blank

TREE INSPECTION FORM

SAMPLE PLOT for LARGE TREES (L.T.) -- Variable Radius and/or Fixed Area Plot/Transect

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Plot Number	no errors	unacceptable		
2	Tag ID Number	no errors	10		
3	Tree Status	no errors	50		
4	Tree Class	no errors	2		
5	Site Tree/GST - field correct	no errors	50		
5	Site Tree -- Selection	no errors	20		
6	Tree Species	no errors	50		
7	Tree Count (live/dead)	1)	75		
7	Tree Count (stumps/down)	2)	20		
8	Number of Stems	no errors for DRC species	2		
9	DBH/DRC	3)	17		
10	Tree Height	4)	10		
11	Height to Crown	+/- 10 %	2		
12	Radial Growth	+/- 1/20 inch	5		
13	Radial Growth #2	+/- 1/20 inch	5		
14	Height Growth	+/- 1 foot	5		
15	Tree Age	+/- 10 %	10		
16	Crown Ratio	+/- 10 units	5		
17	Crown Class	no errors	5		
18	Crown Width	+/- 20%	5		
19	Wildlife Use	no errors	2		
20	Log/Snag Decay	no errors	5		
21	Cone Serotiny	no errors for PICO, PIBA	5		
22	Damage Category	no errors	10		
23	Damage Agent	no errors	2		
24	Damage Part	no errors	2		
25	Damage Severity	no errors	5		
26	Tree Remarks	complete and accurate	10		
	L.T. Deductions (sum of column 'C')		D	⇒	
	L.T. Tree Records Inspected		E	⇒	
	L.T. Sample Score (D / E)		F	⇒	

1) Tree Count

Intensive/Extensive Exam no errors
Quick Plot +/- 1 tree

3) DBH/DRC Accuracy Standards

Intensive/Extensive Exam Levels

- | | | |
|----|---------------------------------|--------------|
| a. | subpop min value to 13.9 inches | +/- 0.1 inch |
| b. | 14.0 inches to 23.9 inches | +/- 0.2 inch |
| c. | 24.0 inches - 34.9 inches | +/- 0.3 inch |
| d. | > 35.0 inches | +/- 0.5 inch |
| e. | Borderline variable plot trees | +/- 0.1 inch |

Quick Plot

- a. All Trees +/- 1.0 inch
(for the purpose of determining trees in or out)

2) Tree Count (stumps/down) Accuracy Standard

All Exam Levels

Stumps/Down	
1 - 5	No Errors
6 - 10	+/- 1 tree
>= 11	+/- 3 trees

4) Height

All Exam Levels

Site Trees	+/- 3%
GST	+/- 10%
All other	+/- 10%

TREE INSPECTION FORM

SAMPLE PLOT for SMALL TREES (S.T.) -- Fixed Area Plot/Transect

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Plot Number	no errors	unacceptable		
2	Tag ID Number	no errors	10		
3	Tree Status	no errors	20		
4	Tree Class	no errors	2		
5	Site Tree/GST - field correct	no errors	10		
6	Tree Species	no errors	10		
7	Tree Count	1)	20		
8	Number of Stems	no errors for DRC species	2		
9	DBH/DRC	2)	10		
10	Tree Height	+/- 10 %	10		
11	Height to Crown	+/- 10 %	2		
12	Radial Growth	+/- 1/20 inch	5		
13	Radial Growth #2	+/- 1/20 inch	5		
14	Height Growth	Height > 6 ft +/- 1.0 foot	5		
		Height <= 6 ft +/- 0.1 foot			
15	Tree Age	+/- 10 %	10		
16	Crown Ratio	+/- 10 units	5		
17	Crown Class	no errors	5		
18	Crown Width	+/- 20%	5		
19	Wildlife Use	no errors	2		
20	Log/Snag Decay	no errors	5		
21	Cone Serotiny	no errors for PICO, PIBA	5		
22	Damage Category	no errors	10		
23	Damage Agent	no errors	2		
24	Damage Part	no errors	2		
24	Damage Severity	+/- 10 % or +/- 1 class	5		
25	Tree Remarks	complete and accurate	10		
	S.T. Deductions (sum of column 'C')		D	⇒	
	S.T. Tree Records Inspected		E	⇒	
	S.T. Sample Score (D / E)		F	⇒	
	Total Tree Form Score	(Sum of L.T. score and S.T. score)	(ST)	+	(LT)

1) Tree Count Accuracy Stds: **All Exam Levels**

Height Range/Grouping	Diameter Range/Grouping	Actual Trees On Plot	Accuracy Standard
*All	All	0	0 trees
*If non-stocked and tree is recorded, this is an error.			
< 0.5 feet		1 - 5	+/- 2 trees
< 0.5 feet		>= 6	+/- 50%
>= 0.5 feet - <4.5 feet		1 - 5	+/- 1 tree
>= 0.5 feet - <4.5 feet		>= 6	+/- 20%
All	0.1" - subpop max dbh/drc	1 - 5	+/- 1 tree
All	0.1" - subpop max dbh/drc	>= 6	+/- 10%

2) DBH/DRC Accuracy Standards:

Intensive/Extensive Exam Level	
a. < 0.5 inch	no errors
b. 0.5 inch to subpop max	+/- 0.1 inch
c. Estimated DRC	+/- 1.0 inch

DOWNED WOODY INSPECTION FORM

			A	B	C
FIELD NUM	NAME	ACCURACY STANDARD	POINT VALUE	# OF ERRORS	DEDUCTION (A X B)
1	Plot Number	no errors	unacceptable		
2	First Duff	+/- 1/2 inch	3		
3	Second Duff	+/- 1/2 inch	3		
4	Fuel Depth	+/- 1 foot	3		
5	Twig 0 - 0.24	+/- 40%	3		
6	Twig 0.25 - 0.99	+/- 30%	3		
7	Twig 1.0 - 2.99	+/- 20%	3		
8+	Volume	+/- 10 %	3		
9+	Weight	+/- 10 %	3		
16	Piece Count	7)	15		
17	Decay Class	no errors	5		
18	Diameter	+/- 1 inch on measurements	3		
19	Piece Length	+/- 10% on measurements	3		
	Total Deductions (sum of column 'C')		D	⇒	
	Number of Downed Woody Records Inspected		E	⇒	
	Downed Woody Form Score (D / E)		F	⇒	

7) Down	Piece Count	Accuracy Standard
	1 - 5	No error
	6 - 10	+/- 1 pieces
	>= 11	+/- 3 pieces

Exhibit 8 Example Data Forms

Setting Form

Project Name:_____ (25 characters total)

Region*	Proc. Forest*	District*	Location*		Stand # *	Owner	State	County	Admin. Forest	Admin. Region	Date*
XX	XX	XX	XXXXXXXXXXXXXXXXXX		XXXX	XXXX	XX	XXX	XX	XX	MM/DD/YYYY
Photo ID		Exam Level*	Exam Purpose	Stratum	Exist. Veg. Ref.		Existing Vegetation	Potential Veg. Ref	Potential Vegetation	Structure	Capable Growing
XXXXXXXXXXXXXXXXXX		XXXX	XX	XXXXXX	XXXX		XXXX	XXX	XXXXXXXXXX	XX	XXX
Fuel Model	Elevation	Aspect	Slope	Slope Position	Acres	Radial Growth Interval		Radial Growth Interval 2	Height Growth Interval	Fuel Photo Reference	
XX	XXXXXX	XXX	XXX	XX	XXXX	XX		XX	XX	XXX	
Precision Protocol			Examiner			Remarks (242 characters)					
XXXXXXX			XXXXXXXXXXXXXXXXXX								
<i>Damage Category</i>		<i>Damage Agent</i>		<i>Damage Severity</i>		<i>Species of Management Interest</i>				User Code	
XX		XXX		XXX		XXXXXXXXXX				XXXX	

Sketch Map and Traverse Notes

Project Name: _____

Plot Spacing: _____ (Chains/Feet) by _____ (Chains/Feet) _____

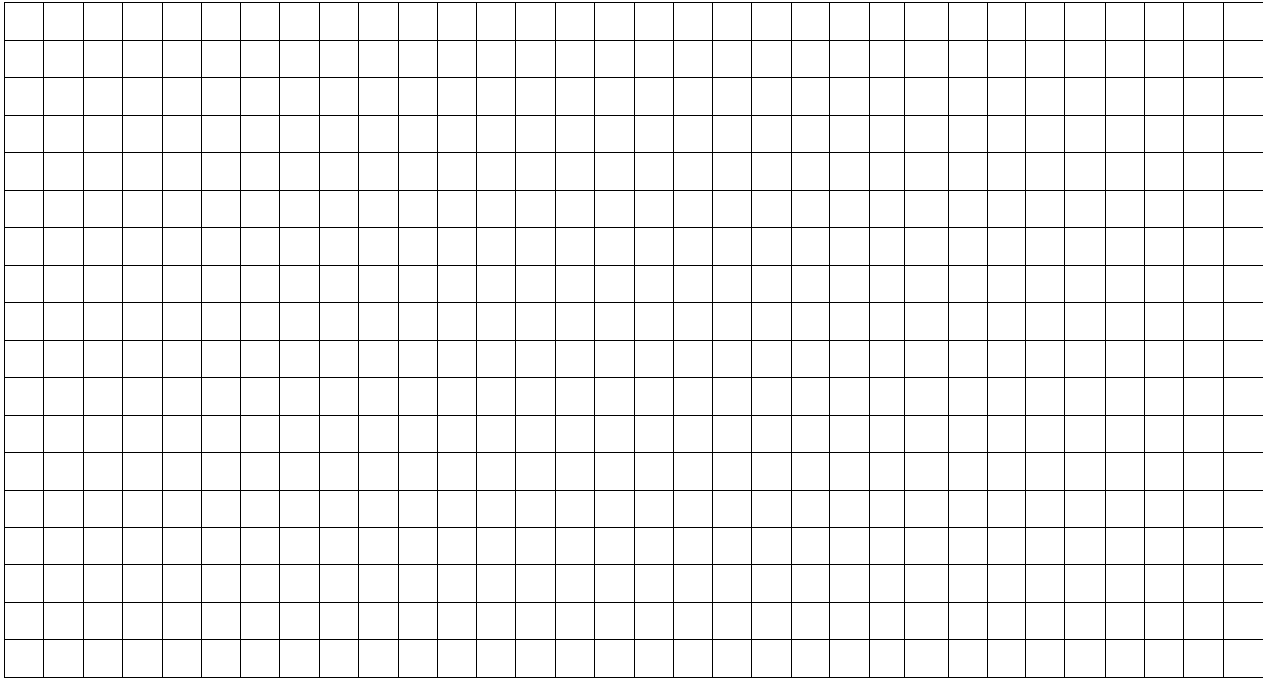
From	To	AZ	Dist	Corrections
RP				

R.P. Species: _____ DBH/DRC: _____

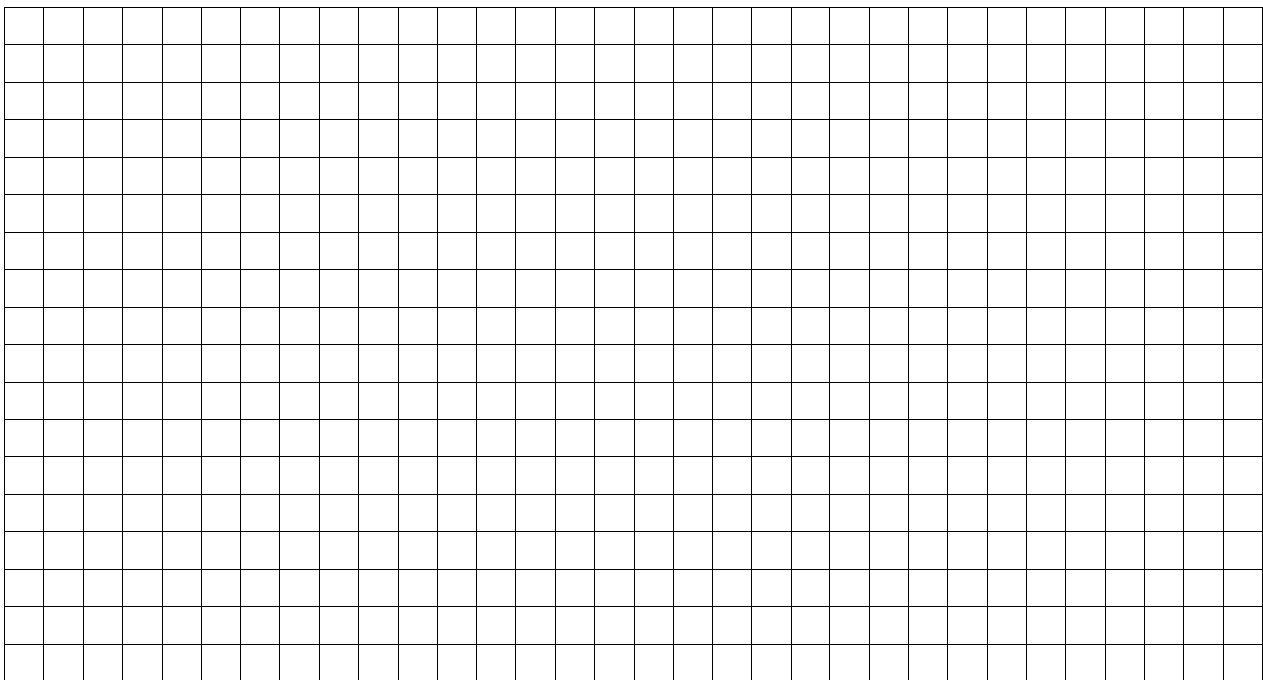
Other Information: _____

Travel Route To R.P.: _____

NORTH



Optional Stand Cross Section Sketch



Use this sketch, together with the plot slope position, to give an overall impression of the extent of various topographical influences.

Sample Design Form

REGION: PROCLAIMED FOREST: DISTRICT:
LOCATION: STAND NO.:

Sample Selection Method*	Sample Expansion Factor*	Starting Azimuth	Subpop. Filter	Selection Criteria Number*	Subpop. Variable	Subpop. Min. Value	Subpop. Max. Value
XXX	XXXXX.X	XXX	XXXXXXXXX	XX	XXX	XXXX.XX	XXXX.XX
Sample Design Remarks: (242 characters)							

Plot Data Form

REGION:_____ **PROC. FOREST:**_____ **DISTRICT:**_____ **LOCATION:**_____ **STAND NUMBER:**_____

[illegible]

Tree Data Form

BAF: _____ **FIXED PLOT SIZE:** _____ **MIN. DBH:** _____ **LOCATION:** _____ **STAND NUMBER:** _____

[illegible]

Alternate Tree Data Form

BAF: _____ **Fixed Plot Size:** _____ **MIN. DBH:** _____ **Location:** _____ **Stand Number:** _____

Treatment Option	X
User Code	XXXX
Tree Remarks	30 Char.
Damage Severity	XXXXXX
Tree Part	XX
Damage Agent	XXX
Damage Category	XX
Cone Serotiny	X
L/S Decay	X
Wildlife Use	XX
Crown Width	XXX
Crown Class	XX
Crown Ratio	XXX
Age	XXXX
Height Growth	XX ^ X
Radial Growth 2	XX
Radial Growth	XX
Height to Crown	XXX
Height	XXX
DBH/DRC	XXX ^ X
DRC # Stems	XXX
Tree Count	XXX
Species	XXXXXXXXXX
Site/G;ST	X
Tree Class	X
Tree Status	X
Tag #	XXX
Plot #	XXX

J- 9

USDA Forest Service <p style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.		1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization		4. How many years do you or your firm have in the line of work contemplated by this solicitation?
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) subcontractor ____?			

6. List below the projects your business has completed within the last 3 years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

- 8a. Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No
 8b. Has work ever been completed by performance bond? ☐ Yes ☐ No
 8c. Did you look at the project site(s) on-the-ground? ☐ Yes ☐ No
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____

b. Are employees regularly on your payroll: [] Yes [] No

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE

EXPERIENCE QUESTIONNAIRE CONTINUED

*(Biobased Products: See FAR Subpart 23.4; – required in all janitorial/custodial and operations and maintenance procurements as well as all construction, food services/cafeteria, and vehicle maintenance procurements. Also see list of designated items at <http://www.biopreferred.gov>.) **Delete this page if not applicable or edit as needed.**)

The following is added:

Biobased Products

Offeror shall identify the biobased products to be purchased and used under this contract. For each biobased product, specify the name of the manufacturer, cost of each product, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. For each biobased product, the Offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the Offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The Offeror shall document prior experience in specifying, purchasing, using, and installing biobased products. The Offeror shall provide a list of all relevant contracts over the past 3 years involving the specification, purchase, and/or use of biobased products. The Offeror shall include a list of the biobased products specified, purchased, used, and installed.

The above information shall be provided for all proposed subcontractors in the same format and level of detail as prescribed for the Offeror.

Attach additional sheets, as necessary.

J- 10

AGAR Advisory 104 A**AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012)**

(Contractor is required to fill out this form and return with any quote submitted for this solicitation)

Alternate 1 (Feb 2012). The Contracting Officer shall use this alternate for all **Forest Service** solicitations above the micro-purchase threshold:

(a.) Awards made under this solicitation are subject to the provisions contained in section 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

J- 11

WD 05-2531 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 2005-2531 Revision No.: 15 Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Utah
 Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.81
01012 - Accounting Clerk II		14.38
01013 - Accounting Clerk III		16.09
01020 - Administrative Assistant		18.47
01040 - Court Reporter		19.50
01051 - Data Entry Operator I		11.89
01052 - Data Entry Operator II		12.98
01060 - Dispatcher, Motor Vehicle		16.80
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		11.54
01112 - General Clerk II		12.59
01113 - General Clerk III		14.13
01120 - Housing Referral Assistant		16.51
01141 - Messenger Courier		11.64
01191 - Order Clerk I		12.93
01192 - Order Clerk II		14.11
01261 - Personnel Assistant (Employment) I		14.71
01262 - Personnel Assistant (Employment) II		16.45
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		17.99
01280 - Receptionist		10.46
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		13.23

01311 - Secretary I	13.23
01312 - Secretary II	14.80
01313 - Secretary III	16.51
01320 - Service Order Dispatcher	14.95
01410 - Supply Technician	18.43
01420 - Survey Worker	12.10
01531 - Travel Clerk I	12.39
01532 - Travel Clerk II	13.15
01533 - Travel Clerk III	13.78
01611 - Word Processor I	13.94
01612 - Word Processor II	15.88
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.06
05010 - Automotive Electrician	18.09
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.14
05110 - Mobile Equipment Servicer	15.24
05130 - Motor Equipment Metal Mechanic	18.82
05160 - Motor Equipment Metal Worker	17.14
05190 - Motor Vehicle Mechanic	17.82
05220 - Motor Vehicle Mechanic Helper	14.11
05250 - Motor Vehicle Upholstery Worker	16.19
05280 - Motor Vehicle Wrecker	17.14
05310 - Painter, Automotive	18.09
05340 - Radiator Repair Specialist	17.14
05370 - Tire Repairer	12.41
05400 - Transmission Repair Specialist	18.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	10.72
07042 - Cook II	12.42
07070 - Dishwasher	8.06
07130 - Food Service Worker	8.28
07210 - Meat Cutter	13.77
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	12.27
09080 - Furniture Refinisher	17.05
09090 - Furniture Refinisher Helper	12.86
09110 - Furniture Repairer, Minor	14.77
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.62
11060 - Elevator Operator	9.62
11090 - Gardener	13.88
11122 - Housekeeping Aide	9.99
11150 - Janitor	9.99

11210 - Laborer, Grounds Maintenance	10.72
11240 - Maid or Houseman	8.86
11260 - Pruner	10.07
11270 - Tractor Operator	12.94
11330 - Trail Maintenance Worker	10.72
11360 - Window Cleaner	11.14
12000 - Health Occupations	
12010 - Ambulance Driver	14.67
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	20.78
12015 - Certified Physical Therapist Assistant	18.90
12020 - Dental Assistant	13.03
12025 - Dental Hygienist	30.54
12030 - EKG Technician	23.74
12035 - Electroneurodiagnostic Technologist	23.74
12040 - Emergency Medical Technician	14.67
12071 - Licensed Practical Nurse I	14.56
12072 - Licensed Practical Nurse II	16.29
12073 - Licensed Practical Nurse III	18.17
12100 - Medical Assistant	12.85
12130 - Medical Laboratory Technician	13.99
12160 - Medical Record Clerk	12.64
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.45
12210 - Nuclear Medicine Technologist	31.97
12221 - Nursing Assistant I	10.00
12222 - Nursing Assistant II	11.24
12223 - Nursing Assistant III	12.26
12224 - Nursing Assistant IV	13.77
12235 - Optical Dispenser	15.17
12236 - Optical Technician	12.73
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	13.77
12305 - Radiologic Technologist	21.51
12311 - Registered Nurse I	22.82
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II, Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III, Anesthetist	33.76
12316 - Registered Nurse IV	40.47
12317 - Scheduler (Drug and Alcohol Testing)	18.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	18.72
13042 - Illustrator II	23.20
13043 - Illustrator III	28.30
13047 - Librarian	22.73

13050 - Library Aide/Clerk	10.45
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	13.18
13061 - Media Specialist I	14.81
13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.48
13071 - Photographer I	15.59
13072 - Photographer II	17.59
13073 - Photographer III	21.61
13074 - Photographer IV	26.44
13075 - Photographer V	31.98
13110 - Video Teleconference Technician	16.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.11
14042 - Computer Operator II	16.90
14043 - Computer Operator III	19.95
14044 - Computer Operator IV	21.75
14045 - Computer Operator V	24.10
14071 - Computer Programmer I (see 1)	23.80
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	21.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	22.83
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	19.67
15090 - Technical Instructor	18.64
15095 - Technical Instructor/Course Developer	22.82
15110 - Test Proctor	15.04
15120 - Tutor	15.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.04
16030 - Counter Attendant	9.04
16040 - Dry Cleaner	12.02
16070 - Finisher, Flatwork, Machine	9.04
16090 - Presser, Hand	9.04
16110 - Presser, Machine, Drycleaning	9.04
16130 - Presser, Machine, Shirts	9.04
16160 - Presser, Machine, Wearing Apparel, Laundry	9.04

16190 - Sewing Machine Operator	12.90
16220 - Tailor	13.67
16250 - Washer, Machine	10.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.68
19040 - Tool And Die Maker	21.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.31
21030 - Material Coordinator	18.38
21040 - Material Expediter	18.38
21050 - Material Handling Laborer	11.67
21071 - Order Filler	11.96
21080 - Production Line Worker (Food Processing)	14.31
21110 - Shipping Packer	13.08
21130 - Shipping/Receiving Clerk	13.08
21140 - Store Worker I	10.83
21150 - Stock Clerk	15.07
21210 - Tools And Parts Attendant	14.31
21410 - Warehouse Specialist	14.31
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.76
23021 - Aircraft Mechanic I	24.30
23022 - Aircraft Mechanic II	25.76
23023 - Aircraft Mechanic III	26.95
23040 - Aircraft Mechanic Helper	16.74
23050 - Aircraft, Painter	22.63
23060 - Aircraft Servicer	19.31
23080 - Aircraft Worker	20.59
23110 - Appliance Mechanic	18.84
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	25.98
23130 - Carpenter, Maintenance	17.48
23140 - Carpet Layer	16.82
23160 - Electrician, Maintenance	20.33
23181 - Electronics Technician Maintenance I	21.64
23182 - Electronics Technician Maintenance II	23.70
23183 - Electronics Technician Maintenance III	25.21
23260 - Fabric Worker	17.27
23290 - Fire Alarm System Mechanic	20.83
23310 - Fire Extinguisher Repairer	16.01
23311 - Fuel Distribution System Mechanic	23.58
23312 - Fuel Distribution System Operator	17.93
23370 - General Maintenance Worker	16.62
23380 - Ground Support Equipment Mechanic	24.30
23381 - Ground Support Equipment Servicer	19.31
23382 - Ground Support Equipment Worker	20.59
23391 - Gunsmith I	16.01
23392 - Gunsmith II	18.54
23393 - Gunsmith III	21.06

23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.11
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.96
23430 - Heavy Equipment Mechanic	22.27
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.00
23465 - Laboratory/Shelter Mechanic	19.80
23470 - Laborer	11.11
23510 - Locksmith	16.75
23530 - Machinery Maintenance Mechanic	20.97
23550 - Machinist, Maintenance	18.47
23580 - Maintenance Trades Helper	13.08
23591 - Metrology Technician I	23.00
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.51
23640 - Millwright	22.04
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	18.43
23790 - Pipefitter, Maintenance	21.59
23810 - Plumber, Maintenance	20.85
23820 - Pneudraulic Systems Mechanic	21.06
23850 - Rigger	21.06
23870 - Scale Mechanic	18.54
23890 - Sheet-Metal Worker, Maintenance	20.68
23910 - Small Engine Mechanic	17.46
23931 - Telecommunications Mechanic I	24.64
23932 - Telecommunications Mechanic II	26.12
23950 - Telephone Lineman	20.43
23960 - Welder, Combination, Maintenance	17.45
23965 - Well Driller	21.48
23970 - Woodcraft Worker	21.06
23980 - Woodworker	14.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.97
24580 - Child Care Center Clerk	12.45
24610 - Chore Aide	9.86
24620 - Family Readiness And Support Services Coordinator	11.70
24630 - Homemaker	13.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	19.53
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	17.29
25210 - Water Treatment Plant Operator	19.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.44
27007 - Baggage Inspector	12.47

27008 - Corrections Officer	19.80
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	19.80
27070 - Firefighter	18.02
27101 - Guard I	12.47
27102 - Guard II	18.83
27131 - Police Officer I	21.39
27132 - Police Officer II	23.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.98
28042 - Carnival Equipment Repairer	11.75
28043 - Carnival Equipment Worker	8.65
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	11.17
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.91
28515 - Recreation Specialist	16.29
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	15.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.52
29020 - Hatch Tender	22.52
29030 - Line Handler	22.52
29041 - Stevedore I	20.98
29042 - Stevedore II	24.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.36
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	22.75
30030 - Cartographic Technician	22.75
30040 - Civil Engineering Technician	19.83
30061 - Drafter/CAD Operator I	17.36
30062 - Drafter/CAD Operator II	18.37
30063 - Drafter/CAD Operator III	20.48
30064 - Drafter/CAD Operator IV	24.96
30081 - Engineering Technician I	14.56
30082 - Engineering Technician II	16.34
30083 - Engineering Technician III	18.28
30084 - Engineering Technician IV	22.65
30085 - Engineering Technician V	27.71
30086 - Engineering Technician VI	32.84
30090 - Environmental Technician	20.38
30210 - Laboratory Technician	19.00
30240 - Mathematical Technician	22.75
30361 - Paralegal/Legal Assistant I	17.20

30362 - Paralegal/Legal Assistant II	21.32
30363 - Paralegal/Legal Assistant III	26.08
30364 - Paralegal/Legal Assistant IV	31.55
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	20.95
30462 - Technical Writer II	25.64
30463 - Technical Writer III	31.00
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.48
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.64
31030 - Bus Driver	15.04
31043 - Driver Courier	11.38
31260 - Parking and Lot Attendant	8.71
31290 - Shuttle Bus Driver	12.36
31310 - Taxi Driver	10.71
31361 - Truckdriver, Light	12.36
31362 - Truckdriver, Medium	16.84
31363 - Truckdriver, Heavy	18.99
31364 - Truckdriver, Tractor-Trailer	18.99
99000 - Miscellaneous Occupations	
99030 - Cashier	8.83
99050 - Desk Clerk	9.45
99095 - Embalmer	25.48
99251 - Laboratory Animal Caretaker I	10.19
99252 - Laboratory Animal Caretaker II	10.67
99310 - Mortician	33.91
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.77
99710 - Recycling Laborer	16.98
99711 - Recycling Specialist	20.20
99730 - Refuse Collector	15.21
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	9.59
99830 - Survey Party Chief	18.63
99831 - Surveying Aide	13.27
99832 - Surveying Technician	16.93
99840 - Vending Machine Attendant	15.14
99841 - Vending Machine Repairer	18.30
99842 - Vending Machine Repairer Helper	15.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE { Standard Form 1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. { See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION K - SOLICITATION PROVISIONS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

- 52.212-1 Instructions to Offerors—Commercial Items (APR 2014)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (DEC 2012)

FAR 52.204-7 System for Award Management (JUL 2013)

(a) *Definitions.* As used in this provision--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that--

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <http://www.acquisition.gov>.

FAR 52.204-16 Commercial and Government Entity Code Reporting (NOV 2014)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means –

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB

concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, the --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246*

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American - Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American - Free Trade Agreements - Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American -Free Trade Agreements - Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American - Free Trade Agreements - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American - Free Trade Agreements - Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) *Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American - Free Trade Agreements - Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin

[List as necessary]

(4) *Buy American - Free Trade Agreements – Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision.

(g) (1) (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements – Israeli Trade Act”;

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No	Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____
(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____
(Do not use a “doing business as” name)

FAR 52.215-5 Facsimile Proposals (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 801-975-3483, Attn: E. Fowler or email to efowler@fs.fed.us

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential Offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference. However, Offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment

to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

Pre-Bid Conference is not scheduled. Please contact Valton Mortenson, if you have any technical questions about this project.

SECTION L – INSTRUCTIONS TO OFFERORS

Proposal Preparation Instructions

The proposal must be prepared in two parts: a Technical Proposal and a Cost Proposal. Each of the two parts shall be separate and complete, so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost. Resource information such as data concerning labor-hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. The technical proposal must disclose the contractor's technical approach in sufficient detail to provide a clear and concise presentation, which fulfills the requirements of the technical proposal instructions.

I. SPECIFIC INSTRUCTIONS – TECHNICAL PROPOSAL

Section A. Resume of the background of the firm. This should include the firm's qualifications to complete the type of work described. A description of work experience of a similar nature, previously completed or in progress, should be included.

Section B. Names and specific qualifications of persons assigned by the firm to supervise the project, or portions thereof. Experience of persons within each project area should be described, including names and duties of all employees and their prior experience.

Section C. A description of the technical approach proposed by the offeror to fulfill the work requirements described. This should include a schedule of performance for the duration of the contract, which reflects a specific plan of operation, hours of daily operation, and how many employees will on duty.

The Contractor must describe in detail how each step will be accomplished. This section should include: (1) Objectives, specific methods and quality control measures for all project phases; (2) Statements, interpretations, qualifications or assumptions made in relation to the work statement or scope of contract; and (3) A statement and discussion of anticipated difficulties, problems or delays, together with recommended alternative solutions.

II. COST PROPOSAL – Fill out the Schedule of Items

SECTION M – EVALUATION FACTORS FOR AWARD

The following is a list of factors that will be considered when evaluating proposals:

A. Technical

1. Evidence of technical capability; understand of and familiarity with similar type projects
2. Personnel and equipment resources available to the project manager
3. A method of quality control to ensure contract compliance

B. Past Performance

1. Contractor's history in completing other contracts of this type in a timely manner, within acceptable error limits. Please provide the names and phone numbers of persons who may be contracted to verify past experience and performance. For Government contracts this would be the Contracting Officer and Contracting Officer's Representative.
2. Ability to interact in a professional manner with Government Contract Officials. This includes care of Government Furnished Property, and adequate communication with Government Officials to ensure a clear understanding of contract progress and compliance.

C. Education of Related Work Experience – It is necessary that the Contractor's staff meet certain standards. Minimum technical qualifications are specifically defined as follows. The success of this field inventory is dependent primarily on the Contractor's professionalism and expertise. It is necessary that the Contractor's staff meet certain standards. A crew can consist of one or more individuals. Minimum technical qualifications are specifically defined as follows:

1. Each crew must have a crew leader with undergraduate courses in mensuration, tree identification, plant identification, silviculture, and ecology and three months prior experience collecting data for Forest inventory or vegetation classification.
2. The crew leader and other crew members performing work required by this contract shall have the following minimum qualifications:
 - a. Proficient in the interpretation of aerial photography and associated maps
 - b. Ability to distinguish between stand types both in the field and on original or photocopies aerial photographs
 - c. Knowledge in the use of hand held compass, pacing, and map measurements
 - d. Ability to accurately identify tree, shrub, forb, and grass species
 - e. Knowledge of rating tree defects and parasitic plants
 - f. Knowledge of common forest insect pests and diseases
 - g. Familiar with habitat typing
 - h. Proficient in the use of forest measurement equipment

Specific technical experience may be substituted for a given educational requirement.

The Contractor shall designate crew leaders for each crew. The crew leader shall be the individual responsible for ensuring plot measurements are taken in accordance with the accuracy standard.

The Contractor, by signing an offer, agrees to use only personnel meeting these qualifications for performance of the work specified herein. The Government reserves the right to make determinations of employees' qualifications and any employee who does not meet the above described qualifications may be requested to leave the worksite with the contractor responsible for the re-collection and resubmitting any data supplied by that employee.

D.Price

BASIS OF AWARD – a purchase order will be awarded to the offeror considered the best value to the Government. Best value will be determined by evaluating the contractor's technical proposal and price. Technical factors are considered more important than price. However, the Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government. The critical factor in making any cost/technical trade-offs is not the spread between the technical ratings, but rather what it would cost the Government to take advantage of that difference.